REMARKS

I. Introduction

Claims **39-74** are currently pending in the present application. Claims **39**, **56-58**, **60-62**, and **64-66** are independent. All pending claims stand rejected. In particular:

(A) claims **39-42**, **56-62**, and **64-65** stand rejected under 35 U.S.C. §102(b) as being allegedly anticipated by U.S. Patent No. 5,457,306 (hereinafter "Lucero");

(B) claims **43-46** stand rejected under 35 U.S.C. §103(a) as being allegedly unpatentable over Lucero in view of U.S. Patent No. 4,799,683 (hereinafter "Bruner"); and

(C) claims **47-55**, **63**, and **66-74** stand rejected under 35 U.S.C. §103(a) as being allegedly unpatentable *in the alternative*:

(i) over Lucero;

(ii) over Lucero in view of *alleged* Applicant admissions;

(iii) over Lucero in view of *alleged* Applicant admissions, and in further view of U.S. Patent No. 6,048,269 (hereinafter "Burns"); or

(iv) over Lucero in view of *alleged* Applicant admissions, and in further view of Bruner.

Upon entry of this amendment, which is respectfully requested, claim **39** will be amended *solely* to correct an informality. No new matter is believed to be introduced by this amendment.

Applicants hereby respectfully request reexamination and reconsideration of the pending claims in light of the amendments and remarks provided herein and in accordance with 37 C.F.R. §1.114.

II. The Examiner's Rejections

A. 35 U.S.C. §102(b) Rejections – Lucero

Claims **39-42**, **56-62**, and **64-65** stand rejected under 35 U.S.C. §102(b) as being allegedly anticipated by Lucero. Applicants traverse this ground for rejection as follows.

1. The Examiner has failed to provide evidence that the reference teaches or suggests: *enabling a cash-out mechanism of the gaming device based on an approval of the loan request by the at least one casino employee* (claims **39-42** and **56-57**)

Applicants respectfully assert that the Examiner has failed to provide any evidence (much less the requisite substantial evidence) that Lucero teaches or suggests limitations of claims **39-42** and **56-57**. For example, the Examiner has failed to show how Lucero teaches or suggests *enabling a cash-out mechanism of the gaming device based on an approval of the loan request by the at least one casino employee.*

The Examiner alleges that when a gaming machine has zero credits the cashout mechanism is implicitly disabled and that the mechanism is accordingly and implicitly enabled once credit is re-established (via coin-in or via a loan amount being approved). Final Office Action, pg. 2, lines 18-22.

Applicants respectfully disagree. While a zero credit balance does indeed typically prevent play of a gaming device, it does not specifically disable the cashout device (*e.g.*, the cashout device remains operable/enabled, but it is, as the Examiner correctly notes, "inactive"). "Inactive" is simply and entirely not equivalent to "disabled".

Thus, the cashout device in Lucero, having never been "disabled", is not "enabled" once the loan amount is approved – play of the game may be "enabled", but the cashout device itself is agnostic to the specifics of when and/or how the game itself is "enabled"/"disabled".

Further, while Lucero does, via incorporation by reference of U.S. Patent No. 5,038,022 (hereinafter the "Lucero Great-Grand Parent") describe the casino being "the financial institution **in the sense that** it can give pre-arranged credit to the player" (Lucero Great-Grand Parent, Col. 3, lines 61-62; emphasis added), there is absolutely no written description of a casino employ approving a loan request – indeed, it appears to teach away from such a concept, for it only and very specifically describes the casino being the financial institution in "the sense that" it provides "pre-arranged credit" (*e.g.*, since it is already arranged, no approval by anyone is presumably required, much less approval by a casino employee).

Accordingly, at least because the Examiner has failed to provide evidence that Lucero teaches or suggests *enabling a cash-out mechanism of the gaming device based on an approval*

of the loan request by the at least one casino employee, the Examiner has failed to prove that Lucero anticipates claims **39-42** and **56-57**.

Applicants therefore respectfully request that this §102(b) ground for rejection of claims **39-42** and **56-57** be **withdrawn**.

2. The Examiner has failed to provide evidence that the reference teaches or suggests: *disabling a cash-out mechanism of the gaming device* (claims **58-62** and **64-65**)

Applicants respectfully assert that the Examiner has failed to provide any evidence (much less the requisite substantial evidence) that Lucero teaches or suggests limitations of claims **58-62** and **64-65**. For example, the Examiner has failed to show how Lucero teaches or suggests *disabling a cash-out mechanism of the gaming device*.

As described in Section II.A.1 herein, there is simply no equivalence between a cashout device that is merely "inactive" (*e.g.*, as the Examiner alleges occurs in Lucero in the case that the credit balance is zero) and one that has been "disabled" (*e.g.*, as currently claimed). Further, even if the Examiner's contention that "inactivity" was equivalent to "disablement" was correct (which Applicants maintain is not the case), Lucero simply provides no written description of such a concept.

Accordingly, at least because the Examiner has failed to provide evidence that Lucero teaches or suggests *disabling a cash-out mechanism of the gaming device*, the Examiner has failed to prove that Lucero anticipates claims **58-62** and **64-65**.

Applicants therefore respectfully request that this §102(b) ground for rejection of claims **58-62** and **64-65** be **withdrawn**.

B. 35 U.S.C. §103(a) Rejections – Lucero, Bruner

Claims **43-46** stand rejected under 35 U.S.C. §103(a) as being allegedly unpatentable over Lucero in view of Bruner. Applicants believe that dependent claims **43-46** are patentable at

least for depending upon a patentable base claim (claim **39**) and at least for the reasons described herein with respect thereto.

Applicants therefore respectfully request that this §103(a) ground for rejection of claims **43-46** be **withdrawn**.

C. 35 U.S.C. §103(a) Rejections – Lucero, etc.

Claims **47-55**, **63**, and **66-74** stand rejected under 35 U.S.C. §103(a) as being allegedly unpatentable *in the alternative*: (i) over Lucero; (ii) over Lucero in view of *alleged* Applicant admissions; (iii) over Lucero in view of *alleged* Applicant admissions, and in further view of U.S. Patent No. 6,048,269 (hereinafter "Burns"); or (iv) over Lucero in view of *alleged* Applicant admissions, and in further view of Bruner. Applicants believe that dependent claims **47-55** and **63** are patentable at least for depending upon patentable base claims (claim **39** and **62**, respectively) and at least for the reasons described herein with respect thereto. With further respect to claim **55**, and with respect to claims **66-74**, Applicants traverse this ground for rejection as follows.

1. The Examiner has failed to provide evidence that the references teach or suggest: *establishing, based on the requested amount and before the approval of the loan request is received, a balance of credits available for wagering at the gaming device* (claim **55**)

Applicants respectfully assert that the Examiner has failed to provide any evidence (much less the requisite substantial evidence) that Lucero (or any other cited "reference") teaches or suggests limitations of claim **55**. For example, the Examiner has failed to show how Lucero teaches or suggests *establishing, based on the requested amount and before the approval of the loan request is received, a balance of credits available for wagering at the gaming device*.

The Examiner has unfortunately **entirely failed to address** the above-quoted limitation.

Applicants respectfully submit that Lucero entirely fails to comprehend such a concept, and none of the other cited "references" appear to make up for this deficiency of Lucero.

Accordingly, at least because the Examiner has failed to provide evidence that Lucero (or any other "reference") teaches or suggests *establishing, based on the requested amount and before the approval of the loan request is received, a balance of credits available for wagering at the gaming device*, the Examiner has failed to prove that Lucero anticipates or renders obvious claim **55**.

Applicants therefore respectfully request that this §103(a) ground for rejection of claim **55** be **withdrawn**.

2. The Examiner has failed to provide evidence that the references teach or suggest: *enabling a cash-out mechanism of the gaming device based on an approval of the loan request* (claims **66-74**)

Applicants respectfully assert that the Examiner has failed to provide any evidence (much less the requisite substantial evidence) that Lucero (or any other cited "reference") teaches or suggests limitations of claims **66-74**. For example, the Examiner has failed to show how Lucero teaches or suggests *enabling a cash-out mechanism of the gaming device based on an approval of the loan request*.

As described in Section II.A.1 herein, there is simply no equivalence between a cashout device that is merely "inactive" (*e.g.*, as the Examiner alleges occurs in Lucero in the case that the credit balance is zero) and one that has been "disabled" (*e.g.*, as currently claimed). Further, even if the Examiner's contention that "inactivity" was equivalent to "disablement" was correct (which Applicants maintain is not the case), Lucero simply provides no written description of such a concept.

Further, none of the other cited "references" appear to make up for this deficiency of Lucero.

Accordingly, at least because the Examiner has failed to provide evidence that Lucero (or any other cited "reference") teaches or suggests *enabling a cash-out mechanism of the gaming device based on an approval of the loan request*, the Examiner has failed to prove that Lucero anticipates or renders obvious claims **66-74**.

Applicants therefore respectfully request that this §103(a) ground for rejection of claims **66-74** be **withdrawn**.

III. Conclusion

At least for the foregoing reasons, it is submitted that all pending claims are in condition for allowance, *or in better form for appeal*, and the Examiner's early re-examination and reconsideration are respectfully requested. Applicants' silence with respect to any comments made in the Final Office Action does not imply agreement with those comments.

Alternatively, if there remain any questions regarding the present application, the Examiner is cordially requested to contact Carson C.K. Fincham at telephone number (203) 438-6867 or via e-mail at cfincham@finchamdowns.com, upon the Examiner's convenience.

IV. Fees and Petition for Extension of Time to Respond

Enclosed herewith is the appropriate **$810.00** fee for filing of a Request for Continued Examination (RCE), for which this Amendment is an RCE Submission.

While no other fees are believed to be due at this time, please charge any fees that may be required for this Amendment to Applicants' Deposit Account No. 50-0271. Furthermore, should an extension of time be required, please grant any extension of time which may be required to make this Amendment timely, and please charge any fee for such an extension to Applicants' Deposit Account No. 50-0271.

Respectfully submitted,

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Date

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